

## GOVERNMENT PURCHASING AGREEMENT

THIS GOVERNMENT PURCHASING AGREEMENT ("Agreement") is by and between The HON Company ("HON") and the City of Albuquerque, a Municipal Corporation (the "Agency"), located at:

1 Civic Plaza  
Albuquerque, New Mexico 87102  
Telephone: (505) 768-3344  
Fax No. (505) 768-3355

1. **Purpose.** HON and Agency have agreed to enter into this Agreement in order to allow the Agency to purchase HON commercial products and services (collectively, the "Products") directly from HON, with the assistance of a dealer representative authorized by HON, if applicable.
2. **Agreement.** Effective 1 October 2005, HON agrees to sell Products to Agency, and Agency agrees to purchase Products from HON, as set forth in this Agreement.
3. **Terms and Conditions of Sale.** Except as expressly provided herein, all sales of Products to Agency are subject to the pricing, terms and conditions set forth in the HON Federal Supply Schedule Contract GS 28F-8047H by and between HON and the General Services Administration (GSA) (the "HON GSA Contract"). The pricing, terms and conditions of the HON GSA Contract (each as may be amended, revised or renewed from time to time under the terms of the GSA Contract) are incorporated by reference herein. HON will provide the Agency with a copy of the HON GSA Contract/Price list upon the written request of the Agency.  
  
Design, layout and installation services must be negotiated on a project-by-project basis between Agency and the HON authorized dealer representative selected by Agency.  
  
Agency estimates it will purchase \$100,000 of Products, determined on a net invoice basis, within one year of the effective date of this Agreement, but is not obligated to purchase any amount of Products during the Term..
4. **Credit Requirements.** Agency currently meets HON's credit requirements. If, at any time, Agency no longer meets HON's credit requirements, as may be modified from time to time, this Agreement will terminate immediately.
5. **Term.** This Agreement will commence on the date stated in Paragraph 2 or the date upon which this Agreement is executed by an authorized officer of HON, whichever is later. This Agreement expires one year from the effective date of this Agreement. The Agreement may be renewed upon the written agreement of both parties and subject to the terms and conditions of the HON GSA Contract.

6. **Authorized Offices.** The following office(s) are authorized to place orders under this Agreement.

PURCHASING OFFICE ADDRESS

City of Albuquerque  
Department of Finance and Administrative Services  
Purchasing Division  
1 Civic Plaza, Room 7012  
Albuquerque, New Mexico 87102

CONTACT PERSON/PHONE/FAX

Ronn D. Jones, City Purchasing Officer  
Phone: (505)768-3344 FAX: (505) 768-3355

John J. Vigil, Asst. City Purchasing Officer  
Phone: (505)768-3342 FAX: (505) 768-3355

BILLING ADDRESS

(Same)

The parties to this Agreement agree that by signing a Participating Addendum other units of government that include but are not limited to municipalities, counties, public school districts and institutions of higher learning located within the State of New Mexico may also purchase Products from HON under the same terms and conditions of this agreement.

7. **Termination.** This Agreement may be terminated by either party at any time. Any expiration or termination of this Agreement will not relieve either party from any obligation or liability to the other party which has accrued pursuant to this Agreement at the time of expiration or termination.
8. **Agreement Not Transferable.** This Agreement is personal to the Agency and may not be transferred, in whole or part, by assignment, sale, merger, consolidation, or by any other means. If there is any such transfer, HON reserves the right, in its sole and absolute discretion, to approve the transfer or terminate this Agreement.
9. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties with respect to the sales of the Products and supersedes all prior oral or written agreements, if any, between the parties. This Agreement will become effective only when executed by HON. This Agreement is governed by and construed in accordance with the laws of the State of New Mexico. Agency agrees that all actions or proceedings arising directly or indirectly from this Agreement including, but not limited to, suits to collect the purchase price of Products, will be litigated only in courts having sites within the State of New Mexico for this purpose. The unenforceability, invalidity, or illegality of any provision of this Agreement does not affect or impair any other provisions or render them unenforceable, invalid, or illegal. Wherever used in this Agreement,

unless the context clearly indicates otherwise, the use of any singular includes the plural and vice versa; and the use of any gender is applicable to any other gender. The captions are for convenience only and do not affect the interpretation of this Agreement.

**THE HON COMPANY**

By: Jordan Horn Date: 9/27/05  
Territory Manager

By: Mike Ghelfi 9/28/05  
Region Manager

By: Michael P. Paar Date: 10/3/05  
V.P. Government Accounts

**AGENCY**

By: Ronn D. Jones  
[Print Name]

CITY PURCHASING OFFICER  
[Title]

CITY OF ALBUQUERQUE  
[Agency Name]

Date: 9-16-05

Distribution: Territory Manager, Region Manager, Government Sales Manager, Contract File